MAL ANY NOTICE OF DEFAULT TO: C.S. SMALL BUSINESS ADMINISTRATION 2120 Riverfront Drive, Suite 100 Little Rock, Arkansas, 72202

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Terry J. Miller, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
One Baltimore Place, Suite 300
Atlanta, Georgia 30308
(404)347-3771

2814-00419 Loan No. DLB 89164130-00

BROOKS, Roy, Jr.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this 1st day of Pebruary 1996, by and between Roy Brooks, Jr., Post Office Box 691, Troy, Alabama 36081 (hereinafter referred to as mortgagor) and the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 2120 Riverfront Drive, Suite 100, Little Rock, Arkansas, 72202

WITNESCETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Pike, State of Alabama

Described in Exhibit "A" attached hereto and made a part hereof.

Subject only to Prior lien(s) in favor of:

PARCELS I, II

Trust Deed/Mortgage held by IAM Federal Credit Union, Post Office Box 366, Daleville, Alabama 36322 with a current approximate balance of \$28,000.00.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the resited property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the insurgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated February 1, 1996 in the principal sum of \$11,400.00 and maturing on February 1, 2026.

The mortgagor covenants and agrees as follows:

Document 15-13 Filed 03/15/2007 Page 1 of 61

He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein

EXHIBIT 10 \$ DEFENDANTS (Evidentiary Submission) \$ EXHIBIT 10 \$ \$ EXHIBIT

provided.

·I

for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions,

fees reasonably incurred in any other way shall be paid by the mortgagor. foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including

such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions. by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). he shall execute and deliver a supplemental mortgages or mortgages covering any additions, improvements, or betterments made to For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns,

of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby. The rights created by this conveyance shall remain in full force and effect during any postponement or extension

to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund. indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may

and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage. may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor He will keep all buildings and other improvements on said property in good repair and condition; will permit,

now being erected or to be erected on said premises. the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens

alter any building without the written consent of the mortgagee. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially

and to appeal from any such award. under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due All awards of damages in connection with any condemnation for public use of or injury to any of the property subject

The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

property to that extent. property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall

2814-00419 / DLB 89164130-00 BROOKS, Roy, It.

waived and assigned to the mortgagee all rights of appraisement); of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

montgages or cases pomesiesd, dower, snd all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the conveyingerand betreby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, (II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying

the disposition of the property. . > (III) take any either appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for

provided by law. interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in In the event of 3 sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become

or persons legally entitled thereto. restonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs

mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement. proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the

mortgage, then this mortgage shall be canceled and surrendered. spall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid In the event the mortgagor fails to pay any Pederal, state, or local tax assessment, income tax or other tax lien, charge, fee, •9

shall include all genders. of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender The covenants berein contained shall bind and the benefits and advantages shall inute to the respective successors and assigns

the terms hereof or of the note secured hereby. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of

101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law. In compliance with section 101.1 (d) of the Rules and Regulations of the Small Business Administration [13 C.F.R.

10. A judicial decree, order, or judgment holding any provisions or portions of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at Post Office Box 691, Troy, Alabama 36081 and any written notice to be issued to the mortgagee at 2120 Riverfront Drive, Suite 100 Little Rock, Arkansas, 72202

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF ALABAMA

COUNTY OF P. K.

L, the undersigned, a Motary Public in and for said County in said State, hereby certify that

whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, scotmowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bearg date.

GIVEN under my band and official seal, this the Alay of Left and official seal, this the same voluntarily on the day the same bearg date.

All day of Left and the same bearg date.

Ny Commission stylies:

Ny Comm

Name: BROOKS, Roy, Jr.

Control No. / Loan No: 2814-00419 / DLB 89164130-00

"A" TIBIHX3

Parcel

Probate of Pike County, Alabama, in Plat Book 2, page 96. Lot #3 and 4, according to the plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel · II

corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning. the West line of said lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward along at the Southwest corner of Lot No. 5, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded in the office One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning

More commonly known as: 415 Ice Street, Troy, Alabama 36081 and 120 Hubbard Street, Troy, Alabama 36322

alsdory agout

Sell Your has been paid and duly recorded Pike County, Alabama

Page 1

SBA FORM 147 B (5-77) REF: SOP 30 35 PREVIOUS EDITIONS ARE OBSOLETE

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the Collateral; and regardless pt any action taken by Holder, there shall be no duty upon Holder in this respect. The undersigned shall pay all expenses of any nature, whether incurred in or out of court,

power now or hereafter existing in favor of Holder, whether at law or in equity, by statute or otherwise. expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other right, remedy, privilege, and paragraph in case of nonpayment of the Indebtedness, or any part thereof, when due. None of the rights, remedies, privileges, of powers of Holder has become due, Holder shall have the same rights and powers with respect to such item of the Collateral as are granted in respect thereof in this

Whenever any item of the Collateral shall not be paid when due, or otherwise shall be in default, whether or not the indebtedness, or any part thereof,

or any third party, irrespective of any assignment thereof by the undersigned, and without prior rotice to or consent of the undersigned any assignee. otherwise, and to surrender, compromise, release, renew, extend, exchange, or substitute any item of the Collateral in transactions with the undersigned Holder is further empowered, to collect or cause to be collected or otherwise to be converted into money all or any part of the Collected, by suit or

The undersigned hereby waives all right of redemption or appraisement whether before or after sale. apply the residue of the proceeds thereof to the payment of the Indebtedness, as it shall deem proper, returning the excess, if any, fo the undersigned. adjournment thereof, which are hereby expressly waived. After deducting all expenses incidental to or arising from such sale on sale on sales, Holder may

and deliver the whole or any part of the Collateral at public or private sale, without demand, advertisement or notice of time or plage of sale or of any Upon the nonpayment of the Indebtedness, or any part thereof, when due, whether by acceleration or otherwise, Holder is empowered to sell, assign,

its rights under this paragraph shall not constitute a waiver thereof.

time or times as Holder may require, for any of the Collateral, or proceeds thereof, coming into the control of the undersigned; or (6) the institution of any suit affecting the undersigned deemed by Holder to affect adversely its interest hereunder in the Collateral or otherwise. Holder's failure to exercise of any agreement therefor) without the prior written consent of Holder; (5) the undersigned's fallure duly to account, to Holder's spitafaction, at such than a reorganization pursuant to any of the provisions of the Bankruptcy Code of 1978) or merger or consolidation of the undersigned (or the making with said application or the Indebtedness, of any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the relonganization (otherdeemed by Holder to be material or of the making therein or in any of said agreements, or in any affidavit or other documents subripitted in connection to the Indebtedness; (3) Holder's discovery of the undersigned's failure in any application of the undersigned to Holder or SBA the disclose any fact agreement with, or any condition imposed by, Holder, or U.S. Small Business Administration (hereinafier called "SBA"), or either of them, with respect happening of any of the following events: (1) Failure to pay any part of the Indebtedness when due; (2) nonperformance by the undersigned of any assignment for the benefit of creditors. Holder is authorized to declare all or any part of the indebtedness immediately due and payable upon the the provisions of any State insolvency law or under the provisions of the Bankruptcy Code of 1978, or upon the making by the undersigned of an voluntary or involuntary, for the undersigned or for any of property of the undersigned, or upon the filing of a petition by or against the undersigned undersigned undersigned or upon the filing of a petition by or against the undersigned undersi The Indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether

covenants and conditions of the underslgnedwith the same force and effect as though such covenants and conditions were fully set forth herein. conditions set forth or referred to in any and all instruments of hypothecation constituting the Collateral are hereby incorporated in this Mote as Indebtedness or any part thereof. The Collateral, and each part thereof, shall secure the Indebtedness and each part thereof. The coverants and have been, are, or hereafter may be, hypothecated, directly or indirectly by the undersigned or others, in connection with, or as security for, the as used in this Note shall mean any funds, guarantles, or other property or rights therein of any nature whatsoever or the proceeds thereof which may confingent, now due or hereafter to become due and whether heretorione or contemporaneously herewith or hereafter contracted. The term "Collateral"

The term "Indebtedness" as used herein shall mean the indebtedness evidenced by this Note, including principal, interest, and expenses whether

.Vylsney to so installment of principal or interest owing on this Note may be made prior to the maturity date thereof willhout penalegation of any

provision that each said installment shall be applied first to accrued interest, and the balance, if any, to princifal.

date hereof, the balance of principal and interest to be paid in full Thirty (30) Years from the date hereof, with the further Fifty-Six and not100 (556.00), dollars including principal and interest, payable monthly, beginning Five (5) inhalts from the

installments as follows: per annum, payment to be made in each advance to the Undersigned at the Annual Percentage Rate, of Four percent (4.000%)

Eleven Thousand Four Hundred and nol100 * * * * * * * dollars, with interest, on unpaid principal computed from the date of

Small Business Administration. State of Colorado 80259-0001, or, at holder's option, at such other place as may be designated from time to time by the Holder or U.S.

For value received, the Undersigned promises to pay to the order of U.S. Small Business Administration, at its office in the City of Denver

511,400.00

(For Disaster Loans Only) NOTE

(City, State, ZIP Code) Troy, Alabama 36081

(Date) February 1, 1996

U.S. SMALL BUSINESS ADMINISTRATION.

th08181th







Case 2:06-cv-00356-MHT-WC Filed 03/15/2007 Document 15-13 Page 7 of 61 applicants must execute Note in firm name, together with signature of a general partner. NOTE:- Corporate applicants must execute Note, in Corporate name, by duly authorized officer, and must be affixed and duly attested; partnership Execution No finance charge has been made for this transaction. without any penalty or obligation within three (3) business days from date of this note. You have a legal right under Federal Law to cancel this transaction, if you desire to do so, NOTICE OF RIGHT OF RESCISSION "indebtedness" ap defined above shall include this amount, it imposed by the Administration. Administration in an amount equal to one and one-half (1-112) times the original principal amount of the loan. It is understood that the term The undersigned understands and agrees that in the event he wrongfully misapplies the proceeds of the loan obtained, he shall be civily liable to the that the proceeds of the loan have been wrongfully misapplied. that the funds reqeived have been used as directed by the authorization. Failure to furnish suchrevidence when requested shall raise a presumption U.S. Small Bushess Administration be retained for three years from the date of the final disbursement on said note, which evidence shall indicate The undersigned inderstands and agrees that it is mandatory that all receipts, records, and such other evidence as is necessary and satisfactory to applicable Federal law. This promissory note is given to secure a loan which SBA is making or in which it is participating and, pursuant to Part 101.1(d); this instrument is to be construed and (when SBA is the Holder or a party) in interest) enforced in accordance with or applications. undersigned to Holder or SBA, as it said purchaser, assignee, transferee, or piedgeewere originally named as Payee in this Note and in said application or repledged, shall forthwith become vested with and entitled to exercise all the powers and rights given by this Note and all applications of the assignee, transfelee, or pledgee of this Note, the Collateral, any guaranty, and any other document (or any of them), sold, assigned transferred, pledged, which Holder may grant in respect of the Collateral, or (c) any indulgence granted in respect of any endorser, guarantor, or surety. The purchaser, may grant with respect to the Indebtednessor any part thereof, or (b) any surrender, compromise, release, renewal, extension, exchange, or substitution undersigned or any item of the Collateral, or by any indulgence, including but not limited to (a) any renewal, extension, or modification which Holder The security rights of Holder and its assigns hereunder shall not be impaired by Holder's sale, hypothecation or rehypothecation of any note of the

and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.

and whether incurred before or after this Note shall become due at its maturity date or otherwise, including but not limited to ressonable attorney's fees and costs, which Holder may deem necessary or proper in connection with the satisfaction of the including, but not limited to, the maintenance of adequate incurance) or the realization upon the Collateral. Holder is preservation, projection of (including, but not limited to, the maintenance of adequate incurance) or the realization upon the Collateral. Holder is authorized to pay at any time and from time to time any or all of such expenses, add the amount of such payment to the amount of the indeptedness.

My commission expires Notar∮ Public Sworn to and subcribed before me on this the Lith day of Movember, 1987.

Herebine Briston

Horaton

day of Movember, 1987. IN MITNESS WHEREOF, I have hereunto set my hand and seal on this the LAT

one and the the same person as Jeraldine Bristow. hereby certify that I am one and the same person as Geraldine Bristow and I am That my name is Geraldine Bristow, and I reside in Pike County, Alabama. I

and says as follows: Affidavit and who is known to me, and who being by me first duly sworn, deposes

said State, personally appeared Geraldine Bristow, whose name is signed to this BEFORE ME, LYILL JOOS, a Notary Public in and for said County, in

> COUNTY agn

STATE OF ALABAMA

NAME AFFIDAVIT



in Miss Book of L Page has been paid and duly recorded

and that Das

YOU to yeb CELLIA PER

was filed in my office for record on nereby certify that the within instrument

> Harrford, Alabama 36344 P. 0. Drawer 338 Attorney at Law

This instrument was prepared by: W. Phil Eldridge

./86I

Sworn to and subscribed to before me on this the day of November,

A. B. DERALDINE BRISTOM

day of November, 1987. IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the

life subsequent to his death. surviving him, and none of his distributees and heirs at law have departed this

That the said Cottrill Bristow left no descendants of deceased children

and of sound mind and who are all of his distributees and heirs at law.

Bristow, and one child, Cottrill Bristow, Jr., who are both over 21 years of age That the said Cottrill Bristow left surviving him his widow, Jeraldine

no administration on his estate. day of January, 1985, leaving no LAST WILL AND TESTAMENT and that there has been am the widow of Cottrill Bristow, deceased, who departed this life on the 22nd That my name is Jeraldine Bristow, and I reside in Pike County, Alabama; I

signed to this Affidavit and who is known to me, and who being by me first duly sworn deposes and says as follows: County in said State, personally appeared deraldine Bristow, whose name is

Before me, the undersigned authority, a Motary Public in and for said

CENEAY COUNTY

STATE OF ALABAMA

CV-00356-MHT

Barcode No.: 179295 Pool No.: 130 SBA No.: 8916413000 BEYF No:: 5580006388

(214) 220-7206 Dallas, TX 75201 1600 Pacific Avenue, Suite 2070 Carrington Mortgage Services, Inc. Wayne Roberts When Recorded Return/Mail to: This Document Prepared By and

(SBA Loan Sale #2) ASSIGNMENT OF NOTES AND LIENS (MORTGAGE)

"Sale Agreement") between Assignor and Assignee. 75024-3610 ("Assignee"), pursuant to the terms of that certain Loan Sale Agreement dated as of August 3, 2000 (the Ltd. ffk/a Loan Participant Partners, Ltd., a Texas limited partnership, whose address is 6000 Legacy Drive, Plano, Texas ADMINISTRATION ("Assignor"), whose address is 490 Third Street, S.W., Washington, D.C. 20416, to LPP Mortgage THIS ASSIGNMENT OF NOTES AND LIENS (this "Assignment") is made by the U.S. SMALL BUSINESS

express, implied or created by operation of law, except as expressly set forth in the Sale Agreement, the following: 31, 2000, to Assignee and its successors and assigns, wilhout recourse and without representation or warranty, whether valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys, effective as of August THIS ASSIGNMENT WITNESSES THAT, in consideration of Ten Dollars (\$10.00) and other good and

note dated February 1, 1996 in the amount of \$11,400.00 (the "Note"), and encumbers the following described County, ALABAMA, as amended or modified (the "MORTGAGE"), which secures that certain promissory February 23, 1996 as Instrument #M/A in Mortgage Book 425 at Page M/A, in the Recorder's Office of PIKE ADMINISTRATOR OF THE SMALL BUSINESS ADMINISTRATION ("Lender"), and recorded on that certain MORTGAGE dated February 1, 1996 between ROY BROOKS, JR. ("Borrower") and

ALABAMA 36322 STREET, TROY ALABAMA 36081 AND 120 HUBBARD STREET, TROY, Property Address: PARCEL 1: 410 HUBBARD STREET, TROY, ALABAMA 36081 & PARCEL II: 415 ICE

title insurance policies and hazard insurance policies that might presently be in effect. Assignor's right, title or interest in and to the MORTGAGE and/or the Note, including without limitation the 2. such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly

authorized agent as of this 17th day of July, 2001.

U.S. SMÆLL BŲ

Rick Boggus, Attoriley-in-Fact

MOITARTRIMINA & Assignor

State of TEXAS

s/he acknowledged to me that s/he executed the same for the purposes and consideration therein expressed and in the Administration, and the person who executed the foregoing instrument by virtue of the authority vested in him/her, and is personally well known to me (or sufficiently proven) to be the Attorney-in-Fact for the U.S. Small Business Before me, the underzigned authority, Notary Public, personally appeared Rick Boggus, who County of DALLAS

capacities therein stated.

Given under my hand and seal this 17th day of July 2001.

Nelary Public STATE OF TEXAS My Comm. Exp. 06-04-2003 KRISTI HAYS

My Commission Expires: 6/4/2003 Kristi Hays, Notary Public

per ylub bas bleg need esh OS the fettl bins M & I hereby certify third this wildthin instructional was filed by military company and the wild third th Fike County, Alabama

EXHIBIL **DEFENDANT'S** Page 10 of 61

CHT/Brooks00334

Document 15-13

1697-447 (778) Simi Valley, California 93065 450 American Street MSN: SV3-70 August 03, 2004

TROY, AL 36081 Property address: 319 DEAN ST Be: CHT Fosu # 41813044

BKONDIDGE' YT 30010 **907 MAIN STREET** KOY BROOKS

Dear Borrower:

Workout Department at (805) 306-7111 for further consideration: We will require the following information to complete our review process. Please fax the following items to the Per your recent conversation with Countrywide, we have been notified of your request for Workout assistance.

and Loss Statement if self employed. Proof of Income > Most recent pay stub for each individual applying for assistance, OR last quarter Profit

possible to discuss your Loan. need more time or you are unable to comply with this request, please contact Countrywide as soon as tive (5) business days from the date of this letter, your request for workout assistance will be declined. If you Please return the requested information immediately. If we do not receive the above items in our office within

please contact Countrywide toll free at (877) 744-7691. phone call from our Workout Department within ten (10) business days of the date of this correspondence, If you have already forwarded the requested information please disregard this notice. If you do not receive a

reporting agencies until your loan is brought fully current. foreclosure sale. If your loan is delinquent, Countrywide will continue to report all delinquencies to the credit reinstated or paid off in accordance with your Loan documents and applicable law prior to the scheduled Countrywide specifically agrees in writing to suspend or cancel the foreclosure sale, or unless your loan is fully If your Loan is in foreclosure, a scheduled foreclosure sale will be conducted by Countrywide unless

Please fax the above information to:

1117-308 (208) ATTENTION: AMPS Workout Department

Sincerely,

Page 11 of 61

Phone: (877) 744-7691 COUNTRY WIDE HOME LOANS AMPS Workout Department

Fax: (805) 306-7111

EXHIBIL **DEFENDANT'S**

Case 2:06-cv-00356-MHT-WC

Please be advised that this communication is from a debt collector.

Filed 03/15/2007

never been disputed or questioned as to any part thereof.

Dated: February 1, 1996

except as follows:

premises are in my/our possession, and said possession thereof has been peaceable and undisturbed, and my/our title thereto has a been disputed or questioned as to any part thereof	Said svən
e commonly known as: 415 Ice Street, Troy, Alabama, 36081	Mor
cribed in Exhibit "A" attached hereto and made a part hereof.	Desc
san/site the owner(s) of and hold legal title to certain real property located in the County of $\overline{\text{Pike}}$, and legally described as	ollof Sollof
Brooks, It., being first duly sworn, upon osth, deposes and says:	ROY
ATE OF Habama) ss FEB 2 6 1996	/LS
Tal Jal Jan Jan AO ALNO	CO.
VEEDVALL OF OWNERSHIP TO REAL PROPERTY	
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balance of \$28,000.00. Trust Deed/Mortgage held by IAM Federal Credit Union, Post Office Box 366, Daleville, Alabama 36322 with a current approximate PARCELS I, II

said premises are free from all leases, mortgages, taxes, assessments, liens, encumbrances and claims, or interest of any other part, There are no judgments against me unpaid or unsatisfied of record entered in any court of this County, or of the United States, and

in effect, of the rents of said premises or any part thereof, except as follows: or Territory of the United States, nor have I'we at any time made an assignment for the benefit of creditors, nor an assignment, now No proceedings in bankrupicy or insolvency have ever been instituted by or against me in any court or before any officer of any State

There are no actions pending affecting said premises. There are no facts known to me related to the title to said premises which have not been fully set forth in this Affidavit except as follows:

amount of \$11,400.00 and to accept as security, or partial security, for the making of such loan, a mortgage and assignment, or other instrument of hypothecation with respect to the premises described herein, or a portion thereof. This Affidavit is made by the undersigned to induce U.S. Small Business Administration to make a loan to Roy Brooks, Jr. in the

I/we make this Affidavit with full knowledge that any statement I/we have made in this Affidavit which I know to be false, may result

imprisonment of not more than two years or both. in my being punished under Section 16(a) of the Small Business Act, as amended, by a fine of not more than \$5,000.00 or by

LINVONSESO

LSignature of Notary sworte (organismed) to before me this

EVCEIMITE: (281) 942-9424 TELEPHONE: (25) 342-8172

> MOBICE, ALABAMA 36609-3489 TIS DOWNTOWNER BOULEVARD ATTORNEYS AND COUNSELLORS AT LAW МСРАДОЕИ, LYON & ROUSE, L.L.C.

March 31, 2005

ABONB J. WHOL тіс мотия н. вкитом. Тік WILLIAM S. HOFADDRIN BETH MCFAGDEN ROUBE WILLIAH M. LYON, JR.

1009-995-FEE# XVA VIA

1790-18036 AmadalA NoT PO Box 974 TYMER N. THOMAS, L.L.C. lames M. Thomas

Countywide Home Loans, Inc. vs. Roy Brooks, Ir. Loan No.: 41813044 & 48649221

Dear Mr. Thomas:

Per your request of March 21, 2005, please note this losn had checke come in from damage sustained from Hurricane Ivan. The carrier was LPP (forced placed coverage) meaning Countrywide is the only manned processed in Property claims as follows:

M. SET & \$8.654,53

#48649221 #41813044

The following is necessary to redeem the above referenced property good thru March 31, 2005;

1,080 #41813044

\$ 9,287,00

2,612,75 क्रमानामध्य कि दावा गर्न मिल्ट्रावक्रम OS'LEI Property Preservation fees & cost 00,72 Bacnow Balance 12.51 Interest from 11/11/04 to 03/31/05 95'768'I 10/01/11 lo steb size und issuatol Principal Balance

\$14°135'35

Losa #48649221

23.00 12.00 £9'06E'9 \$23,324.50

E6.58

90,858,623 Interest thru 03/31/05 Principal Balance

Escrow halance due Fees Duc County recording fee

8£.079,EA2

Total smount of redemption

Redemption funds must be tendered in certified funds payable to McFadden, Lyon & Rouse, L.L.C. This amount is subject to change as lawful charges accrue.

R. BRO **DEFENDANT'S**

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1808E smedelA baid Street, KNOWN as: 410 Hub-More commony

Parcel II

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36322 <u>emedelA</u> YOU Hoppsia Street 0S1 bns 1808c sm Street Troy Alaba-KUOMU 92: 412 ICG MOTO commonly

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2003, Page 163 cellaneous ROOK July 23, 2003 in Misbeteb memuveni yd LPP Mortgage Ltd. of bengissa ybnoup which was subse-Conupy, ,smedsIA of Probate, Office of the Judge of the records in the Book 413, Page 72 ui pe Mortgage -broser bas 4991 ,11 Union dated January IAM Federal Credit Unmarried man to Roy Brooks, Jr., An dage executed by Subject to First Mort-

ney's fee. reasonable attorthis safe, including a penses incident to equess and the ex--idebni biss ent gni the purpose of pay-Said sale is made for

> NOTICE **LOBECTORNUE**

Miscellaneous CIMITED IN THE MORTGAGE sequently assigned woudage was sub-Mabama; which said Bate, Pike County, he Judge of Proìo eoiììO e∩tiniab**ro**i∮ eage 231 of the reand/or Book Page ELZ Mortgage 1996, and recorded of February, dated the 1st FIXTES OF AMERI-THE UNITED THE GOVERNMENT WA REENCY , NOITART SINIMOR SWALL BUSINESS 40 HOL ARTSINIMOA OF ALL. by ROY BROOKS, mortgage executed cured by that certain described in and sessaupardabni arti to Inamyeq and all ebem need gaived Hueled

-doid ames ent pried smedelA to etate the County of Pike, bed real property in the following descri-18036 smadelA Church Street, Froy, Alabama, County Counthouse of Pike door entrance of the 2004, at the front tangual to yeb bics hours of sale on the bidder, during legal cash to the highest at public outcry for lles ,egage, sell sale contained in Will under power of egednom biss to 16 rugetsigned as holdhereby given that the records; notice is of said Probate Court Book 22, Page 374 mistrument recorded PARTMERSHIP **TEXAS** PARTUERS, LTD., A TNAGIDITAAG LTD. F/K/A LOAN

Parcel 1

above referred to

erty described in the

mortgage:

Case 2:06-cv-0035600-quita vinde tice of the Judge of recorded in the Ofss ,S# noisivibdu2 Henderson ing to the Plat of Lot #3 and 4, accord-

PROOF OF PUBLICATION

STATE OF ALABAMA

PIKE COUNTY

Personally appeared before me, the undersigned

authority:

Classified Ad Manager, The Troy Messenger Sharron Smith

who being duly sworn, says that the attached Legal Notice

successive issues of of publication appeared in

The Troy Messenger, a weekly newspaper published in

said county, on the following dates:

to yeb 7004

Swom to and subscribed before me this

Notary Public. 7004 to yeb

My commission expires 11/05/07

EXHIBIL DEFENDANT

Document 15-13 Filed 03/15/2007 Page 15 of 61

in Plat Book 2, Page County, Alabama, Probate . 10 fice of the Judge of recorded in the Of-Subdivision #2, Heugetzou rske to teld on the Plat of Lot #3 and 4, accord-I paned

1808E smedslA bard Street, Troy, known as: 410 Hubcommonly

to partition south thence East 60 leet, 1991 542 and extension of West line of said lot Northward along the apueur บินเนนกา Juo-I-Yixi2, Page ma, Plat Book One, Pike County, Maba-Judge of Probate of ent to eath of the Heights, as recorded Lands in Oakland nombneH ent to 8 OI LOT NO. 6, Plat No. The Southwest comer fows: Beginning at tady described as folbeing more particu-Alabama, County, the City of Troy, Pike one house and lot in Parcel II

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South line of said Lot

Westward along the

of said Lot No. Six

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TOY **Alabama** Street, Hubbard

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ad I of benois ylməybəsdus Alabama; which was bate, Pike County, of the Judge of Prorecords in the Office 413, Page 72 of the

> HOLLCE **FORECLOSLINE**

to eath of the Office of tage 231 of the re-10\Drib Book 618 Page⁴ 1996 and 1 and recorded of February, dated the 1st BINIES OF AMERI-OF THE UNITED THE COVERNMENT WIN VEENCY NOITARTSIMMON EMALL BUSINESS OE ROF -ARTEINIMOA of AL PY ROY BROOKS, morigage executed cured by that certain described in and seof the indebtedness made in the payment Default having boon

18095 smedelA Church Street, Troy, **Gornoty** Alabama, Counthouse of Pike idon entrance of the mort eff the front ard day of August, OUR UP DIES IN SINES inder, during legal isembin ent of night public outery for Hee ,egagnom big contained in Mill nuder bower of et of said mortgage -blod as bengistebnuhereby given that the records; notice is of said Probate Court Book 55, Page 374 Wiscellaneous instrument recorded PARTNERSHIP by **GBTIMITED SYX3** А ,СТД , ВЕНТИЕНЗ, ГТД, А PARTICIPANT F/K/A LOAN

LPP MORTIGAGE

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Alabama; which said

bate, Pike County,

ine Judge of Pro-

:06e6µggi ethove referred to edy described in the being the same prop-State of Alabama, the County of Pike, bed real property in the following descri-

PROOF OF PUBLICATION

STATE OF ALABAMA

LIKE COUNTY

Personally appeared before me, the undersigned

authority:

Classified Ad Manager, The Troy Messenger Sharron Smith

who being duly sworn, says that the attached Legal Notice

of publication appeared in successive issues of

The Troy Messenger, a weekly newspaper published in

said county, on the following dates:

2004

Sworn to and subscribed before me this

Notary Public.

2004

2004

My commission expires 11/05/07

day of

MOLICE **LORECLOSURE**

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втвавіА No1 Sueet Hubbard 051 bins 18086 sm Street, Troy, Alaba-92: 412 106 KNOWN commonly

.emedelA door, Pike County, of the Courthouse front of sale in front regel etp 6uunp October 2004

Said Mortgage Holder of Parmersnip **Texas Limited** Partners, Ltd., A Wka Loan Participant LPP Mortgage Ltd.

60998 Mobile, Alabama Blvd 718 Downtowner & BOUSE, L.L.C. Mcfadeen, Lyon esnoy Beth McFadden

September 15, 2004 Troy Messenger

vidêd for hereina-The public sale pro-**POSTPONEMENT** NOTICE OF

on October 5, 2004,

bove was postponed

ARTICIPANT F/K/A LOAN DO LPP MORTGAGE sequently assigned mortgage was sub-Alabama; which said bate, Pike County, the Judge of Procords in the Office of Page 231 of the re-452' and/or Book 513 Page in Mortgage Book 1996, and recorded of February, tal ant bathb STATES OF AMERI-OF THE UNITED THE COVERNMENT AN AGENCY OF , NOITART SINIM DA BUSINESS TAMS 3HT OE HOI ARTSINIMOA of AL ф. ДОХ. ВВООКЗ, morigage executed cured by that certain described in and sessenbetdebni ent to Detection traving been perment

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FOSTPONEMENT NOLICE OF

Troy, Street, -**மை. வ. ச**்தே பக pone shall be held on by public announcedescribed hereina-The foreclosure sale Alabama. County, City of Iroy, Pike the Courthouse door, hours of sale before ıeâsı ЭŲ ดินมกอ made paind fram pl baplic announceon August 23, 2004, pove was postponed vided for hereina-The public sale pro-

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PROOF OF PUBLICATION

STATE OF ALABAMA

PIKE COUNTY

Personally appeared before me, the undersigned

suthority:

Classified Ad Manager, The Troy Messenger Sharron Smith

who being duly sworn, says that the attached Legal Notice

Successive issues of of publication appeared in

The Troy Messenger, a weekly newspaper published in

said county, on the following dates:

7004 2004

Sworn to and subscribed before me this

7004 day of

My commission expires 11/05/07 Notary Public.

L6E10syo 6項項項項206-cv-00356-MHT-WC

October 10, 2004 Troy Messenger

718 Downtowner

S ROUSE, LL.C.

Beth McFadden

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MCFADĎEN, LYON

6099C: Mobile, Alabama

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Page 17 of 61

edi a Yen a reasonable attor

Mortgage Holder of said Partnership Texas Limitec Parmers, Ltd., v tikla Loan Participan LPP Mortgage Ltd

6099£ Mobile, Alabama Boulevard 718 Downtowner & ROUSE, LL.C MCFADDEN, LYON ∌snoi⊎ Beth McFadder

8/13, 2004 7/23, 7/30, 8/6, 8 Troy Messenger

POSTPONEMENT NOLICE OF

- Alabama door, Pike County, of the Courthouse hours of sale in front eda aut Buunp October 5, pove shall be held on described hereina-The foreclosure sale -Alabama. County City of Troy, Pike. the Courthouse door, hours of sale before 16gai auı Buinp apem pnied fnem by public announce-,400s ,83 suguA no pone was postponed vided for hereina-The public sale pro-

Beth McFadden Said Morigage HORSE OF **Qirisia**nns9 Design Lines Partners, Lid., A Medicine Participant LPP Mortgage Ltd.

6099€ Mobile, Alabama 718 Downtowner R BOASE EFC MORDDEN CKOM Hemse

September 15, 2004 They Messenger

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ous Book 2003, Page 2003 in Miscellainement dated July 23, gage Ltd. by instru--hoM 991 of bengis subsequently Alabama; which was bate, Pike County, -or9 to agout and to records in the Office 413, Page 72 of the ed in Mortgage Book 11, 1994 and record-Union dated January IAM Federal Credit Unmarried man to Roy Brooks, Jr., An dage executed by Subject to First Mort-

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PROOF OF PUBLICATION of the indebtedrees

STATE OF ALABAMA

FIKE COUNTY

Personally appeared before me, the undersigned

suthority:

Sharron Smith

Classified Ad Manager, The Troy Messenger

who being duly sworn, says that the attached Legal Notice

Successive issues of of publication appeared in

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Sworn to and subscribed before me this

Notary Public. 7004

My commission expires 11/05/07

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PARTNERSHIP by

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PARTICIPANT

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mortgage:

Case 2:06-cv-00356-MHT-WC

Document 15-13

Filed 03/15/2007

Page 18 of 61

10/83/5003 14:32

MCFADDEN, LYON & ROUSE, L.L.C. 718 DOWNTOWNER BOULEVARD 718 DOWNTOWNER BOULEVARD 718 DOWNTOWNER BOULEVARD

FACSIMILE: (251) 342-9457

этоул Е,МСРЛОРЕН Місільн М. Суой, Ля. Вети мСРЛОРЕН Місільн Е. МСРЛОРЕН ТЯОМАЗ Н. ВЕИТОМ, ЛЯ.

January 7, 2002

NOTICE OF RIGHT TO CURE DEFAULT

Mr. Roy Brooks, Jr. Post Office Box 691 Troy, Alabama 36081

RE: Mortgage Held By Beal Bank

Foreclosure

FOR THE MONTHS OF February 2000 THROUGH Jamery 2002.

YOUR DEFAULT IS THE FAILURE TO MAKE REQUIRED INSTALLMENT PAYMENTS

YOU ARE NOW IN DEFAULT UNDER THE MORTGAGE NOTE DESCRIBED ABOVE.

THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT AS OF THE DATE IN THE TOTAL AMOUNT OF \$975.00.

THE TOTAL AMOUNT OF \$975.00.

THE TOTAL AMOUNT OF \$975.00.

ADDITIONAL PAYMENT.

THE TOTAL AMOUNT DUE AFTER THE LAST OF THE MONTH MUST INCLUDE AN

THOOGH YOU DID NOT DEFAULT.

IF YOU CURE THIS DEFAULT, YOU MAY CONTINUE WITH THIS OBLIGATION AS

PROCEDURE.

THIRTY DAYS, WE WILL BE ENTITLED TO ACCELERATE THE SUMS SECURED BY INTRICATION OR IT DAYS, WE WILL BE ENTITLED TO ACCELERATE THE SUMS SECURED BY IT YOU DO NOT CURE THIS DEFAULT AND BREACH OF THE MORTGAGE WITHIN THE YOU DO NOT CURE THIS DEFAULT.

THES, ABSTRACTING EXPENSES AND ALL OTHER COSTS ASSOCIATED THEREWITH.

THE FORECLOSURE ACTION OR PROCEDURE ACTION OR PROCEDURE ATTORNEY

THES, ABSTRACTING EXPENSES AND ALL OTHER COSTS ASSOCIATED THEREWITH.



OR ANY OTHER DEFENSES TO ACCELERATION. KICHT TO BRING A COURT ACTION TO ASSERT THE NON-EXISTENCE OF DEPAULT ACCELERATION, IF YOU MEET CERTAIN CONDITIONS. YOU FURTHER HAVE THE YOU HAVE A RIGHT, PURSUANT TO SAID MORTGAGE, TO REINSTATE AFTER

5:00 PM, CST. 334/342-9172, OUR OFFICE HOURS ARE MONDAY THROUGH FRIDAY, 8:00 AM UNTIL MIT GIAE THEM YOUR IMMEDIATE ATTENTION, PLEASE CONTACT OUR OFFICE AT THE MATTERS DISCUSSED HEREIN ARE OF EXTREME IMPORTANCE, WE TRUST YOU

THIRTY (30) DAYS FROM THE DATE OF THIS LETTER. LAVAMENT MUST BE MADE BY CERTIFIED FUNDS OR MONEY ORDER WITHIN

SINCEKELY,

WEYDDEN' LYON & ROUSE, L.L.C.

BWK\182 Beth McFadden Rouse

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MCFADDEN, LYON & ROUSE, L.L.C. MOBILE, ALBAMA 36609-5499 MOBILE, ALABAMA 36609-5499

LECEIMITE: (221) 342-9427 LELEPHONE: (251) 342-9172 БТОУА F. МСРАРDEN WILLIAM M. LYÒN, JR. ВЕТН МСРАРDEN ROUSE WILLIAM S. MCPADDEN JOHN T. BENDER

June 21, 2004

P.O. Box 691 ROY Brooks Jr. ROY BROOKS Jr. ROY BROOKS JR. ROY BROOKS JR. ROY BROW 691

RE: Mortgage held by: Countrywide Home Loans, Inc.

Dest Mr. Brooks:

Troy, AL 36081

Please be advised that Countrywide Home Loans, Inc., holder of the above mortgage has instructed our law firm to proceed with foreclosure of the above mortgage.

Pursuant to The Debt Collection Practices Act, 15 U.S.C.A. Section 1692g, we are required to furnish you with the following information:

1. The Total amount of the debt you owe through July 21, 2004 is \$14,894.57 which consists of the following:

Attorneys fees and expenses Total Payoff	<u>00.220,12</u> 72.498,412
Additional Fees & Costs	1,350.00
Fees Due	00.044,[
Recording Fees	12.00
Interest	72.087,1 00.782,08
Current Principal Balance	00 286 03

Because of interest, late charges and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we received your check in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call 251-342-9172. After July 21, 2004 you must obtain a new payoff.

The creditor to whom the debt is owed is Countrywide Home Loans, Inc. CHL/Brooks01328

.7

5. If you make written request to us within thirty (30) days from the receipt of this notice, we will provide you with the name and address of the original mortgagee, if different from the current mortgagee.

6. This office is attempting to collect the debt specified herein, and any information obtained by this office will be used by us for the purpose of collecting such debt.

If you should have any questions, please do not hesitate to call.

Very truly yours,

McFadden, Lyon & Rouse, L.L.C.

3MR/sp

Beth McFadden Rouse

LOB DUBOSES OF DEBT COLLECTION.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED

Case 2:06-cv-00356-MHT-WC

MOBILE; ALABAMA 36609-5499 **118 DOWNTOWNER BOULEVARD** ATTORNEYS AND COUNSELLORS AT LAW **МСЕАDDEN, LYON & ROUSE, L.L.C.**

EVC21MITE: (\$21) 345-9421 **TELEPHONE: (251) 342-9172**

JOHN T. BENDER MILLIAM S. MCFADDEN ВЕТН МСРАБОЕН ROUSE WILLIAM M. LYON, JR. STOVA F. MCFADDEN

July 16, 2004

CERTIFIED MAIL RETURN RECEIPT REQUESTED KECOLAR MAIL AND

Troy, Alabama 36081 Post Office Box 691 Mr. Roy Brooks, Jr.

Loan No.: 41813044 RE: Mortgage Held by: LPP Mortgage Ltd.

Dear Mr. Brooks, Jr.:

251/342-9172, ext. 106 or 123. available. If you would like to obtain pay-off or reinstatement amounts, please contact this firm at the property described in the enclosed foreclosure notice. However, additional alternatives may be This is to inform you that we have for foreclosure your mortgage held by LPP Mortgage Ltd.. on

security documentation, or the ongoing foreclosure proceeding. Nothing should be construed herein as a waiver and/or a modification of any of the loan and/or

The sale is scheduled for August 23, 2004. All further inquiries should be directed to this office.

WCKADDEN, LYON, & ROUSE L.L.C.

Enclosure

BMR/PP4

Beth McFadden Rouse

Very truly yours,

PURPOSES OF DEBT COLLECTION. LHIS IS YN YLLEWLL LO COTTECL Y DEBL YND KONK KESLONSE MITT BE NSED LOK

2:06-cv-00356-MHT-WC

Document 15-13

Filed 03/15/2007

Page 23 of 61

FORECLOSURE NOTICE

Default having been made in the payment of the indebtedness described in and secured by that certain mortgage executed by ROY BROOKS, JR to ADMINISTRATOR OF THE SMALL BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED PARTICES ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED PARTICES Stady of Page 213 and/or Book 425, Page 231 of the records in the Office of the Judge of Probate, Pike instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is Jard any of Angust, 2004, at the front door entrance of the Courthouse of Pike County, Alabama, Church Street, Troy, Alabama 36081, the following described real property in the County, of Pike,

Trans omedel & to stat?

MOBILE, ALABAMA 36609-5499 718 DOWNTOWNER BOULEVARD ATTORNEYS AND COUNSELLORS AT LAW МСЕАDDEИ, LYON & ROUSE, L.L.C.

FACSIMILE: (251) 342-9457 TELEPHONE: (251) 342-9172

язоизв т инос тномья Н. Веитои, 18. МІГГІАМ З. МСРАВОЕИ ВЕТН МСЕЛРОЕИ ROUSE

July 16, 2004

Troy, Alabama 36081 410 Hubbard Street Tenant/Occupant

Foreclosure Mortgage held by LPP Mortgage Ltd. v. Roy Brooks, Jr. RE:

Tenant/Occupant:

in the enclosed notice. The premises should be vacated on said date. mortgage which we have for foreclosure. Our sale is scheduled for August 23, 2004 as indicated We represent CountryWide Home Loans, Inc. in connection with the above referenced

Yours very truly,

MCFADDEN, LYON, & ROUSE L.L.C.

BMR/KPP Beth McFadden Rouse

Enclosures



MOBILE, ALABAMA 36609-5499 718 DOWNTOWNER BOULEVARD МАЈ ТА ЕЛОВЕГЕОВ АТ LAW **М**СЕАDDEИ, LYON & ROUSE,

EVCZIMITE: (SZI) 345-6421 TELEPHONE: (251) 342-9172

JOHN I. BENDER яг ,иотизв .Н вамонТ WILLIAM S. MCFADDEN BETH MCFADDEN ROUSE WILLIAM M. LYON, JR.

July 16, 2004

Troy, Alabama 36081 120 Hubbard Street Tenant/Occupant

Foreclosure Mortgage held by LPP Mortgage Ltd. v. Roy Brooks, Jr. RE:

Tenant/Occupant:

in the enclosed notice. The premises should be vacated on said date. mortgage which we have for foreclosure. Our sale is scheduled for August 23, 2004 as indicated We represent CountryWide Home Loans, Inc. in connection with the above referenced

Yours very truly,

M¢FADDEN, LYON, & ROUSE L.L.C.

BMR/KP9 Beth McFadden Rouse

Enclosures

MCFADDEN, LYON & ROUSE, L.L.C. ATTORNEYS AND COUNSELLORS AT LAW ASSOSSASS

FACSIMILE: (251) 342-9457

STOVA F. MCFADDEN
WILLIAM M. LYON, JR.
BETH MCFADDEN ROUSE
WILLIAM S. MCFADDEN,
THOMAS H. BENTON, JR.
JOHN T. BENDER

July 16, 2004

Tenant/Occupant 415 Ice Street Troy, Alabama 36081

BE: Mortgage held by LPP Mortgage Ltd. v. Roy Brooks, Jr.

Tenant/Occupant:

We represent CountyWide Home Loans, Inc. in connection with the above referenced mortgage which we have for foreclosure. Our sale is scheduled for August 23, 2004 as indicated in the enclosed notice. The premises should be vacated on said date.

Yours very truly,

MCFADDEN, LYON, & ROUSE L.L.C.

/ // // // // //

BMR/khd Beth McFadden Rouse

Enclosures

MCFADDEN, LYON & ROUSE, L.L.C.
718 DOWNTOWNER BOULEVARD
718 DOWNTOWNER BOULEVARD

FACSIMILE: (251) 342-9457

эточа F. Мсгарреи МсСіла М. Стои, Зв. Местарен Ветн Мсгарреи Мостарреи Тнома Н. Вепрев Зони Т. Вепрев

July 16, 2004

Leonard N. Math Post Office Box 230759 Montgomery, Alabama 36123

RE: LPP Mortgage Ltd. v. Roy Brooks, 1r.

Dear Mr. Math:

We represent CountryWide Home Loans, Inc. in the foreclosure of the mortgage described in the enclosed foreclosure notice. It has come to our attention that there exists a subordinate judgment in favor of IAM Federal Credit Union in the amount of \$5,345.07, plus court costs, Case No. DV 2003 000029 and recorded in Judgement Book 29, Page 153 of the Pike County Probate Court records. Our sale is scheduled for August 23, 2004.

The purpose of this letter is to provide you with notice of the pending foreclosure as attorney of record for the plaintiff.

Very truly yours,

MCFADDEN, LYON, & ROUSE L.L.C.

Beth McFadden Rouse

BMR/khd

Enclosure

PURPOSES OF DEBT COLLECTION.

MOBILE; ALABAMA 36609-5499 718 DOWNTOWNER BOULEVARD ATTORNEYS AND COUNSELLORS AT LAW MCFADDEN, LYON & ROUSE, L.L.C. BETH MCFADDEN ROUSE

July 16, 2004

CEKLILIED WAIT BELINKN RECEILL REOUESTED RECOUAR MAIL AND

Troy, Alabama 36081 Post Office Box 691 Mr. Roy Brooks, Ir.

Loan No.: 41813044 RE: Mortgage Held by: LPP Mortgage Ltd.

Dear Mr. Brooks, Jr.:

251/342-9172, ext. 106 or 123. available. If you would like to obtain pay-off or reinstatement amounts, please contact this firm at the property described in the enclosed foreclosure notice. However, additional alternatives may be This is to inform you that we have for foreclosure your mortgage held by LPP Mortgage Ltd.. on

security documentation, or the ongoing foreclosure proceeding. Nothing should be construed herein as a waiver and/or a modification of any of the loan and/or

The sale is scheduled for August 23, 2004. All further inquiries should be directed to this office.

Very truly yours,

MCFADDEN, LYON, & ROUSE L.L.C.

Beth McFadden Rouse

Enclosure

BMR/khd

FACSIMILE: (251) 342-9457

TELEPHONE: (251) 342-9172

FORECLOSURE NOTICE

Parcel 1 State of Alabama, being the same property described in the above referred to mortgage: Church Street, Troy, Alabama 36081 , the following described real property in the County of Pike, 23rd day of August, 2004, at the front door entrance of the Courthouse of Pike County, Alabama, said mortgage, sell at public outery for each to the highest bidder, during legal hours of sale on the hereby given that the undersigned as holder of said mortgage will under power of sale contained in instrument recorded in Miscellaneous Book 55, Page 374 of said Probate Court records; notice is F/K/A LOAN PARTICIPANT PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP by County, Alabama; which said mortgage was subsequently assigned to LPP MORTGAGE LTD. Page 213 and/or Book 425, Page 231 of the records in the Office of the Judge of Probate, Pike STATES OF AMERICA dated the 1st day of February, 1996, and recorded in Mortgage Book 425, BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED that certain mortgage executed by ROY BROOKS, JR to ADMINISTRATOR OF THE SMALL Default having been made in the payment of the indebtedness described in and secured by

recorded in the Office of the Judge of Probate of Pike County, Alabama, Lot #3 and 4, according to the Plat of Henderson Lake Subdivision #2, as

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel II

particularly described as follows: Beginning at the Southwest corner of Lot One house and lot in the City of Troy, Pike County, Alabama, being more

120 Hubbard Street, Troy, Alabama 36322 More commonly known as: 415 Ice Street, Troy, Alabama 36081 and

to the Southeast corner of said Lot No. Six 250 feet, thence Westward along said lot and extension of same 245 feet, thence East 60 feet, thence Southward One, Page Sixty-Four, running thence Northward along the West line of in the Office of the Judge of Probate of Pike County, Alabama, Plat Book No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded

the South line of said Lot Six to the point of deginning.

Mortgage Ltd. by instrument dated July 23, 2003 in Miscellancous Book 2003, Probate, Pike County, Alabama; which was subsequently assigned to LPP Mortgage Book 413, Page 72 of the records in the Office of the Judge of to IAM Federal Credit Union dated January 11, 1994 and recorded in Subject to First Mortgage executed by Roy Brooks, Jr., An Unmarried man

KUN FOUR (4) CONSECUTIVE WEEKS

Publish in The Troy Messenger, on July 23rd, 30th, August 6th, & 13th, 2004.

Mobile, Alabama 36609 718 Downtowner Boulevard McFadden, Lyon & Rouse, L.L.C. Berp McFadden Rouse

to this sale, including a reasonable attorney's fee.

Said sale is made for the purpose of paying the said indebtedness and the expenses incident

Holder of said Mortgage. Ltd., A Texas Limited Parmership

LPP Morigage Ltd. fik/a Loan Participant Partners,

MCFADDEN, LYON & ROUSE, L.L.C.
ATTORNEYS AT LAW
718 DOWNTOWNER BOULEVARD
MOBILE, ALABAMA 36609

Marked State Manually and Market Manually and Alaba State of Manually and Alaba State of Manually and Manuall

Mr. Roy Brooks, Jr. 319 Dean St. Troy, Alabama 36081

MOBILE; ALABAMA 36609-5499 TIB DOWNTOWNER BOULEVARD ATTORNEYS AND COUNSELLORS AT LAW MCFADDEN, LYON & ROUSE, L.L.C.

Facelyile; (251) 342-9457 lelephone: (251) 342-9172 BETH MCFADDEN ROUSS WILLIAM M. LYON, JR

19 16, 2004

CERTIFIED MAIL RETURN RECEIPT REQUESTED RECOUVE MAIL AND

1800E smedslA vorT Post Office Box 691 Mr. Roy Brooks, Jr.

Loan No.: 41813044 RE: Mortgage Held by: LPP Mortgage Ltd.

Dear Mr. Brooks, Jr.:

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security documentation, or the ougoing foreclosure proceeding. Nothing should be construed herein as a waiver and/or a modification of any of the loan and/or

The sale is scheduled for August 23, 2004. All further inquiries should be directed to fins office.

Very truly yours,

MCHADDEN, LYON, & ROUSE L.L.C.

BMEMP Beth McFadden Rouse

Enclosure

OSES OF DEET COLLECTION. A IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED FOR



OF DEBT COLLECTION, LHIZIZ YA YLLEWILLIO COTTECLY DEBLYAD KODE KEZIONZE MIT BE DZED ŁOK IDEKOZEZ

Bein McFadden Rouse

FICE ADDEM, LYON & ROUSE, LL.C.

Λεέν μπλ γουπε,

This statement of the amount to redeem is made without waiver of right to assert failure to deliver possession pursuant to \$6-5-251, Code of Alabama (1975). After March 31st, 2005 a new quote must be obtained.

March 21, 2005 March 21, 2005 Page 2

120 Hubbard Street, Troy, Alabama 36322

CHT/B100ks01338

, the following described real property in the County of Pike, State of Alabama, being the same property front door entrance of the Courthouse of Pike County, Alabama, Church Street, Troy, Alabama 36081 outery for each to the highest bidder, during legal hours of sale on the 23rd day of August, 2004, at the undersigned as holder of said mortgage will under power of sale contained in said mortgage, sell at public Miscellaneous Book 55, Page 374 of said Probate Court records; notice is hereby given that the PARTICIPANT PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP by instrument recorded in Alabama; which said mortgage was subsequently assigned to LPP MORTGAGE LTD. F/K/A LOAN Page 213 and/or Book 425, Page 231 of the records in the Office of the Judge of Probate, Pike County, STATES OF AMERICA dated the 1st day of February, 1996, and recorded in Mortgage Book 425, BUSINESS ADMINISTRATION, AN AGENCY OF THE GOVERNMENT OF THE UNITED certain mortgage executed by ROY BROOKS, IR to ADMINISTRATOR OF THE SMALL Default having been made in the payment of the indebtedness described in and secured by that

described in the above referred to mortgage:

Parcel 1

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More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

said lot and extension of same 245 feet, thence East 60 feet, thence Southward One, Page Sixty-Four, running thence Northward along the West line of in the Office of the Judge of Probate of Pike County, Alabama, Plat Book No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded particularly described as follows: Beginning at the Southwest corner of Lot One house and lot in the City of Troy, Pike County, Alabama, being more

More commonly known as: 415 Ice Street, Troy, Alabama 36081 and the South line of said Lot Six to the point of beginning.

to the Southeast corner of said Lot No. Six 250 feet, thence Westward along

Page 163 Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003, Probate, Pike County, Alabama; which was subsequently assigned to LPP Mortgage Book 413, Page 72 of the records in the Office of the Judge of to IAM Federal Credit Union dated January 11, 1994 and recorded in Subject to First Mortgage executed by Roy Brooks, Jr., An Unmarried man



Said sale is made for the purpose of paying the said indebtedness and the expenses incident

to this sale, including a reasonable attorney's fee.

Holder of said Mortgage. A Texas Limited Partnership LPP Mortgage Ltd. flk/a Loan Participant Partners, Ltd.,

Mobile, Alabama 36609 718 Downtowner Boulevard McFADDEN, LYON & ROUSE, L.L.C. Beth McFadden Rouse

Publish in The Troy Messenger, on July 23rd, 30th, August 6th, & 13th, 2004.

KUN FOUR (4) CONSECUTIVE WEEKS

NOTICE OF POSTPONEMENT

in front of the Courthouse door, Pike County, Alabama. The foreclosure sale described hereinabove shall be held on October 5, 2004, during the legal hours of sale being made during the legal hours of sale before the Courthouse door, City of Troy, Pike County, Alabama. The public sale provided for hereinabove was postponed on August 23, 2004, by public announcement

Holder of Said Mortgage Partners, Ltd., A Texas Limited Partnership LPP Mortgage Ltd. f/k/a Loan Participant

Wefadden, Lyon & Rouse, L.L.C. Beth McFadden Rouse

Mobile, Alabama 36609 118 Downtowner Blvd.

Publish one time only in The Troy Messenger on September 15, 2004.

NOTICE OF POSTPONEMENT

being made during the legal hours of sale before the Courthouse door, City of Troy, Pike County, Alabama. The public sale provided for hereinabove was postponed on October 5, 2004, by public announcement

sale in front of the Courthouse door, Pike County, Alabama. The foreclosure sale described hereinadove shall be held on October 20, 2004, during the legal hours of

Holder of Said Mortgage Partners, Ltd., A Texas Limited Partnership LPP Mortgage Ltd. f/k/a Loan Participant

Mobile, Alabama 36609 718 Downtowner Blvd. McFADDEN, LYON & ROUSE, L.L.C. Beth McFadden Rouse

Publish one time only in The Troy Messenger on October 10, 2004.

Publish one time only in The Troy Messenger on October 27th, 2004.

Mobile, Alabama 36609 718 Downtowner Blvd. Mcfadden, Lyon & Rouse, L.L.C. Beth McFadden Rouse

during the legal hours of sale in front of the Courhouse door, Pike County, Alabama.

NOTICE OF POSTPONEMENT

County, Alabama. The foreclosure sale described hereinabove shall be held on November 10th, 2004, announcement being made during the legal hours of sale before the Courthouse door, City of Troy, Pike The public sale provided for hereinabove was postponed on October 20th, 2004, by public

Holder of Said Mortgage

Partners, Ltd., A Texas Limited Partnership LPP Mortgage Ltd. f/k/a Loan Participant

JAMES N. THOMAS, L.L.C. ATTORNEY & COUNSELOR AT LAW POST OFFICE BOX 974
TROY, ALABAMA 36081-0974

Телерноие (334) 566-2181 Бассіміле (334) 566-6004 Е-Маіл ацопеу405@charlernel

October 4, 2004

(VIA FACSIMILE with "hard-copy" to follow)
Reth McFadden, Lyon and Rouse, LLC
718 Downtowner Blvd.

Dear Beth:

In follow-up to our phone conversation from a few weeks ago, Mr. Roy Brooks has contacted my office once again to see if this foreclosure on the subject properties can be forestabled or delayed. It would appear that forced insurance was placed on the three homes by the Lender. I have enclosed a copy of the insurance paperwork in my possession for your review. It have enclosed a copy of the insurance paperwork in my possession for your review. I have inspected the homes and it does appear that there is some damage to some of the properties caused by Hurricane Ivan.

It is my understanding that foreclosure is set for October 5, 2004. I am not certain why the initial foreclosure did not occur as scheduled on August 23. However, I have enclosed a copy of the foreclosure notice re-advertising the sale and it appears to list the foreclosure date as August 23, 2004. Obviously, this would be incorrect. I propose that the lender delay foreclosure given the error in the publication and that efforts be made to see if an insurance adjustor can be obtained to determine if there are enough funds available from the storm damage to pay off the loan and thereby negate the need for further action from the Lender.

Please contact my office at your earliest convenience so we can discuss the matter in

Sincerely yours,

James M. Thomas

MT/cbm

enclosure: insurance and foreclosure advertisement

CHT\Brooks01367

Case 2:06-cv-00356-MHT-WC

Document 15-13

Filed 03/15/2007

Page 38 of 61

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Customer can cancel as soon as

4) One item per ad, only TWO ads

per MONTH per family.

6) Ad must be mailed, faxed or

item sells.

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October 5, 2004 no bled ed lieds evod described hereina-The forectosure sale Conupl CIP Of ION, Pike the Courthouse door, hours of sale belore during the legal ebem gnisd Insm рх впрус зичописаon August 23, 2004. раиофѕоф ѕем вмоф

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County, Alabama, Church Street, Troy. Courthouse of Pike **enpredneugl** Alabama; which was

door entrance of the sat to aviering took of the Judge of Prorecords in the Office 413, Page 72 of the ed in Mortgage Book 11, 1994 and record Vieunial balab nolinu IAM Federal Credit Unmained man to Roy Brooks, Jr. dage executed by Subject to First Mort-

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SALE

FORECLOSURE

NOTICE OF

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P O Box 55727

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September 15, 2007 Tray Messenger

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121 LEGALS

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services offered, rentals, yard

Not offered to business firms. No

(Non-Commercial Users Only.)

2) Available to individuals only

8 line limit on description

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Hele's How It Works.

Case 2:06-cv-00356-MHT-WC

10-660EA (76-8) E18806-IS

THE PROCEEDS FROM THIS POLICY, AND YOU ARE NOT ENTITLED TO RETOOD COVERAGE OR EARTHQUAKE COVERAGE.

WEDICAL PAYMENT COVERAGE, ANY OTHER FORM OF WORKERS COMPENSATION COVERAGE, PROPERTY. THIS POLICY PROTECTS ONLY THE MORTCAGER'S INTEREST IN THE PROPERTY. THIS POLICY PROTECTS ONLY THE MORTCAGER'S INTEREST IN THE PROPERTY. THIS POLICY PROTECTS ONLY THE MORTCAGER'S INTEREST IN THE PROPERTY. THIS POLICY PROTECTS ONLY THE MORTCAGER'S INTEREST IN THE YOUR THIS POLICY PROPERTY. THE MORTCAGER'S OR DAMAGE TO YOUR YOUR MAN THE EVENT OF LOSS OR DAMAGE TO YOUR YOUR MAN THE EVENT OF LOSS OR DAMAGE TO YOUR THE EVENT OF LOSS OR DAMAGE TO YOUR YOUR MAN THE THE PROPERTY OF LOSS OR DAMAGE TO YOUR THE EVENT OF LOSS OR DAMAGE TO YOUR THE PROPERTY OF LOSS OR DAMAGE TO YOUR THE EVENT OF LOSS OR DAMAGE TO YOUR THE YOUR THE EVENT OF LOSS OR DAMAGE TO YOUR THE Y

The insurance coverage provided by the above referenced policy has been requested by the Insured Lienholder or Mortgagee in absence of the required insurance on the Described Location. If you have other insurance covering this property, please request your insurance company or agent to notify the Insured Lienholder or Mortgagee promptly. Upon receipt of acceptable notice of other coverage, this coverage will be cancelled.

IMPORTANT NOTICE

ADDRESS SHOWN ABOVE. YOU CAN LOOK AT THE POLICY AT THE NAMED INSURED'S INSURED'S POLICY. THIS IS A NOTICE OF PREMIUM WHICH DOES NOT PROVIDE THE TERMS OF THE NAMED

> \$23,000 RATING AMOUNT:

00.000,1\$ 00.000,1\$ 00.000,1\$ HURRICANE MIND & HAIL: VACANT OCCUPIED DEDNCLIBLES:

1809£

TROY AL 415 ICE SIREET

DESCRIBED FOCATION:

NON-IMB/AVC

: 12T/RES

TYPE OF LOAN

00.794\$

TOTAL PREMIUM:

1 22649840 :

LOAN #

WESTER POLICY # : 4800-0100

EFFECTIVE DATE: 07/02/2004

1809E

TROY, AL 319 DEVN ST ROY BROOKS

8182712N : INZURED #

BOKKOMEK'S NAME & ADDRESS

IKAINE' CV 65015-8863 3346 WICHELSON DRIVE, SUITE 200 BALBOA INSURANCE COMPANY

APM MALE, CA 91410-0212 INSURANCE DEPARTMENT SV-22 P O BOX 10212 COUNTRYWIDE HOME LOANS, INC.

NAMED INSURED & ADDRESS

Count CWSITASIS

NOLICE OF PREMIUM MORTGAGE PROTECTION COVERACE

period.

documents to reimburse us for the insurance charges during the lapse your escrow account.
If you do not have an escrow account, you are obligated by your loan policy. If there is a lapse, the charges for the lapse will be charged to

You will receive a full refund of the payment, provided that your insurance coverage dates back to the expiration date of your previous

In the event that a payment for our lender placed coverage was paid from your escrow account and you have your own policy:

We previously notified you that our records indicate the property address referenced above does not maintain evidence of existing and acceptable homeowners insurance. Per your loan agreement with us, we require you to maintain acceptable and continuous hazard insurance on your home, until you maintain acceptable and continuous hazard insurance on your home, until you have purchased insurance at your expense. Enclosed you will find a copy of the Wotice of Premium for hazard insurance coverage that has been purchased by Countrywide from your escrow account, to protect its interest in the property. In the event that an escrown account was not previously established, you are obligated by your loan agreement to reimburse Countrywide for the premium paid within 15 days, or your monthly payment will be adjusted to collect the balance due.

We previously notified you that our records indicate the property address

(This insurance may provide less coverage than was in effect previously).

Fire Insurance Coverage Amount under Countrywide's Policy, if obtained: Fire Insurance Annual Premium Amount under Countrywide's Policy, if obtained: \$\$467.00. (If the occupancy of your property changes, the premium charged may differ from the amount stated in this letter).

> TROY AL Property Address:

\$23,324.00

Re: Countrywide Loan #:

Loan Principal Balance:

Dear Roy Brooks;

\$53,000

18098

048649221

CERTIFICATE OF COVERACE PLACEMENT

Policy Number: N5172818

18098

319 DEAN ST ROY BROOKS

TROY, AL

SEPTEMBER 15, 2004

Fax: (800) 293-8158 £806-007 (008)

Van Nuys, CA 91410-0212 P.O. Box 10212 Insurance Department, 5V3-22

conuciamide strongly encourages you to purchase acceptable coverage on your

li you fail to provide proof of required insurance, Countrywide may obtain lif you fail to provide proof of required insurance, Countrywide may obtain fire insurance coverage to profect our inferest on your property at your percents. The cost of any fire insurance purchased by Countrywide will become an additional debt secured by your mortgage or deed of trust. This insurance will profect Countrywide's interest in the property. This insurance will only cover the value of your property to fully repair your home principal balance of your loan, even if the cost to fully repair your home sufficient to fully restore or repair your property to its previous sufficient to fully restore or repair your property to its previous only coverage built up on your property. In addition, this insurance may not be condition, and this insurance will not protect an equiry that your may be building or buildings and may have certain limits, exclusions, and loss or lessing or buildings and may have certain limits, exclusions, and loss or building or buildings and may have certain limits, exclusions, and loss or lossing to personal contents of your home), loss from their, or injury to persons or property for which you may be losse note that this insurance will likely provide loss coverage from their, or injury to persons or property for which you may be losse note that this insurance will likely provide loss or injury to persons or property for which you may be losse note that this insurance will likely provide loss or injury to persons or property for which you may be altiliste of Countrywide thom your previous that we coverage accentage, and it has payments under this name to be a commission or other compensation if insurance is obtained by Countrywide and not to you.

Countrywide strong than it insurance is obtained by Countrywide.

Due to changes in federal or state laws or regulations, Countrywide may modify its insurance requirements to include additional types or amounts of coverage. In this event, Countrywide will notify you prior to the effective date so that you may purchase the required coverage.

correspondence with your insurer.

To help us maintain accurate records on your account, your Countrywide account number (your loan number) must be included on all policies and

The policy must be issued by an insurance company licensed in the state in which the property is located and the named insured on the policy must be the mortgagor/trustor on your mortgage or deed of trust. The policy must include a Standard Mortgagee Clause naming Countrywide Home policy must include a Standard Mortgagee Clause naming Countrywide Home Loans, Inc. and its successors and/or assigns A.T.I.M.A. as mortgagee.

In order to protect our respective interests in your property, Countrywide requires that its borrowers maintain minimum hazard insurance. Your hazard insurance coverage must be at a minimum of a one year fire and extended coverage policy with a "special" form endorsement, i.e.: fire only DPI; or DFI; homeowners policy - HOI. The insurance must not limit or exclude from coverage (in whole or in part) windstorm, hurricane, hail damages, or any other perils that are normally included under an extended coverage or any endorsement. Unless a higher maximum amount is required by law, the endorsement. Unless a higher maximum amount is required by law, the endorsement. Unless a higher maximum amount is required by law, the endorsement. Unless of the greater of \$1,000 or 1% of the face amount of dwelling coverage. The amount of insurance coverage must at least equal the lesser of: (1) 100% of the insurable value of the improvements as established by the property insurer, or (2) the unpaid balance of the established by the property insurer, or (2) the unpaid balance of the amount or wortgage. mortgage.

tor your property. This notice is intended to summarize Countrywide's insurance requirements

HAZARD INSURANCE REQUIREMENTS



Parcel II

Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96. Lot #3 and 4, according to the Plat of Henderson Lake Subdivision #2, as recorded in the

Parcel 1

the following described real property situated in the County of Pike, State of Alabama, to-wit: WORTGAGE LTD,, F/K/A LOAN PARTICIPANT PARTNERS, LTD,, its successors and assigns, contained in said mortgage, do hereby GRANT, BARGAIN, SELL AND CONVEY unto LPP and Roy Brooks, Jr. by Brandon Coots, as their attorney-in-fact, under and by virtue of the authority Texas Limited Partnership, by and through Brandon Coots as such auctioneer, and as its attorney-in-fact, of the owner of said mortgage; the said LPP Mortgage LTD. f/k/a Loan Participation Partmers, LTD., A cash in hand paid by said purchaser to Brandon Coots, as auctioneer who conducted the sale on behalf bidder and did become the purchaser of the real property hereinafter described for the sum of \$6,750.00MORTGAGE LTD., F/K/A LOAN PARTICIPANT PARTNERS, LTD. was the highest and best Alabama, in strict conformity with the powers of sale contained in the said mortgage, at which sale \mathbf{LPP} hours of sale on the 10th day of November, 2004, at the front door of the Courthouse of Pike County, WHEREAS, a sale has been made of the said real property hereinafter described during the legal

of the Courthouse of Pike County, in the City of Troy, Alabama, and the terms of the sale to be cash; and

during the legal hours of sale on the 10th day of November, 2004, and the place of same at the front door County, Alabama; in its issue of October 27th, 2004; fixing the time of the sale of said property to be publication in The Troy Messenger, a newspaper of general circulation published in the City of Troy, Pike of Troy, Pike County, Alabama; in its issue of October 10th, 2004; which said was postponed by postponed by publication in The Troy Messenger, a newspaper of general circulation published in the City published in the City of Troy, Pike County, Alabama; in its issue of September 15th, 2004; which said was which said was postponed by publication in The Troy Messenger, a newspaper of general circulation advertisement published in the issues of said newspaper on July 23^{14} , 30^{16} and August 6^{16} , and 13th, 2004, been given in The Troy Messenger, a newspaper published in the City of Troy, Alabama, by an WHEREAS, notice of the time, place and purposes of said sale, as required by said mortgage has

said mortgage; and

WHEREAS, default was made in the payment of said indebtedness described in and secured by

weeks in a newspaper published in the City of Troy, Alabama; and notice of the time, place and terms of sale by an advertisement published once a week for three successive Courthouse door in the City of Troy, County of Pike, Alabama, for cash to the highest bidder, after giving any installment of interest thereon, to sell said property hereinafter described at public outery before the happening of a default in the payment of the principal note described in and secured by said mortgage or WHEREAS, in said mortgage the mortgagee was vested with full power and authority, upon the

55, Page 374 of said Probate Court records; and Participation Partners, LTD., A Texas Limited Partnership by instrument recorded in Miscellaneous Book County, Alabama; which said mortgage was subsequently assigned to LPP Mortgage LTD. f/k/a Loan 425, Page 213 and/or Book 425, Page 231, of the records in the Office of the Judge of Probate, Pike 1996, on that certain real property hereinafter described, which mortgage is recorded in Mortgage Book Administration, an Agency fo the Government of the United States of America on the 1st day of February, WHEREAS, ROY BROOKS, JR. executed a mortgage to Administrator of the Small Business

> COUNTY OF PIKE STATE OF ALABAMA

VOCTIONEER'S DEED

Make County, AL

5000

sebul stedory - Stone . J meillik 15-20-5004 00:20:42 KW 9889 & Kood 0330 Recorded in the Above

2738

Case 2:06-cv-00356-MHT-WC

Filed 03/15/2007

COUNTY OF PIKE STATE OF ALABAMA

My Commission Expires: NOTARY EXBLIC

Given under my hand and notarial seal on this the 10th day of November, 2004.

authority, executed the same voluntarily on the day the same bears date. of the contents of said conveyance, he in his capacity as such auctioneer and attorney-in-fact and with full foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed Mortgage LTD. fik/a Loan Participation Parmers, LTD., A Texas Limited Parmership is signed to the Coots, the auctioneer who conducted the sale, whose name as auctioneer and attorney-in-fact for LPP I, the undersigned Notary Public in and for said State and County, hereby certify that Brandon

COUNTY OF PIKE

STATE OF ALABAMA

Auomey-m-fact

attorney-in-fact

who conducted said sale and

Auctioneer

ed Parmership

LPP Mortgage LTD. #K/a Loan Participation Partners,

set their hands and seals as of this the 10th day of November, 2004.

and as its attorney-in-fact and Roy Brooks, Jr. by Brandon Coots, as their attorney-in-fact, have hereunto A Texas Limited Parmership by and through Brandon Coots, as the auctioneer who conducted said sale, IN WITNESS WHEREOF, the said LPP Mortgage LTD. f/k/a Loan Participation Partners, LTD.,

redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama. purchaset at said sale, its successors and assigns, forever; subject, however, to the statutory right of unto the said LPP MORTGAGE LTD, F/K/A LOAN PARTICIPAUT PARTNERS, LTD., the appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same

LOCELHEK MILH all and singular the rights, privileges, tenements, hereditaments, easements and

Miscellancous Book 2003, Page 163. subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in 72 of the records in the Office of the Judge of Probate, Pike County, Alabama; which was Federal Credit Union dated January 11, 1994 and recorded in Mortgage Book 413, Page Subject to First Mortgage executed by Roy Brooks, Ir., an unmarried man to IAM

the South line of said Lot Six to the point of beginning. Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along along the West line of said Lot and extension of same 245 feet, thence East 60 feet, thence of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Northward Henderson Lands in Oakland Heights, as recorded in the Office of the Judge of Probate

described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the One house and lot in the City of Troy, Pike County, Alabama, being more particularly

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Avode and in bebrocas 5126 5000

Filed 03/15/2007

Stord + wing Total Fees: \$ 25,00 00"4 sel enibrosas Isisea2 TA2 00.61 aal enibiosay 339 00"0 MIX NO TAX COLLECTED Recorded: 12-30-2004 09:31:23 \$\$659.74E : 347.6594,8454 Term/Cashier: VAULT / CAROLYNP BOOK/F3: 2004/2738

Mobile, Alabama 36609 McFADDEN, LYON & ROUSE, L.L.C. 718 Downtowner Boulevard Beth McFadden Rouse This instrument prepared by:

> Plano, Texas 75024 7105 Corporate Drive, PTX-C-35

> > Crantee's address:

My Commission Expires: 6

Given under my hand and notarial seal on this the 10th day of November, 2004.

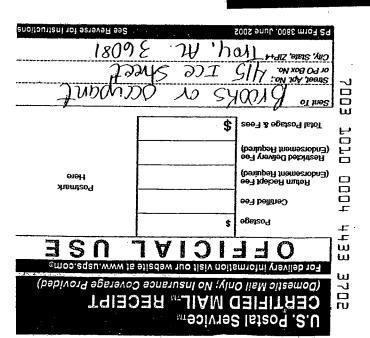
conveyance, he, in his capacity as attorney-in-fact, executed the same voluntarily on the day the same bears is known to me, acknowledged before me on this day that, being informed of the contents of said Coots, whose name as attorney-in-fact for Roy Brooks, Jr. is signed to the foregoing conveyance and who I, the undersigned Notary Public in and for said State and County, hereby certify that Brandon

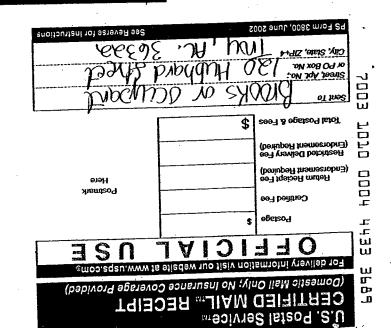
Fike County, At gebul stadori - anota .l maillik 15-20-5004 00:20:42 PM DEED Book & Page Ascorded in the Above 0542 5005

(Domestic Mail Only; No Insurance Coverage Provided)

CERTIFIED MAIL... RECEIPT

U.S. Postal Service.





96

MCFADDEN, LYON & ROUSE, L.L.C. A18 DOWNTOWNER BOULEVARD THORNEYS AND COUNSELLORS AT LAW THORNEYS AND COUNSELLORS AT LAW

EVCSIMITE: (\$21) 345-6125 LETEPHONE: (\$51) 342-9172

December 15, 2004

ЭТОУА F. МСРАВДЕИ МІСІЛАМ М. ĽYON, JR. ВЕТН МСРАВДЕИ ROUSE WILLIAM S. МСРАВДЕИ ТНОМАЅ Н. ВЕИТОИ, JR. JOHN T. ВЕИВЕЯ

CEBLIEIED WYIT BELINBN BECEILL BEONESLED BEGNIYB WYIT YND

Roy Brooks, Jr. or Occupant 410 Hubbard Street Troy, Alabama 36081

RE: Mortgage held by Countrywide Home Loans, Inc. Loan No.: 41813044

Dear Mr. Brooks or Occupant:

This is to inform you that we have, on Wednesday, Movember 10th, 2004, sold the property securing the above mortgage at foreclosure sale, with LPP Mortgage Ltd. f/k/a Loan Participant Partners, being the purchaser:

Parcel 1

Lot#3 and 4, according to the Plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96.

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel II

One house and lot in the City of Troy, Pike County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot No. 6, Plat No. 3 of the Henderson Lands in Oakland Heights, as recorded in the Office of the Judge of Probate of Pike County, Alabama, Plat Book One, Page Sixty-Four, running thence Host 60 feet, thence along the West line of said Lot and extension of same 245 feet, thence East 60 feet, thence Southward to the Southeast corner of said Lot No. Six 250 feet, thence Westward along the South line of said Lot Six to the point of beginning.

16 of 61 page 47 of 61 page 47

Mr. Brooks December 15, 2004 Page 2

Subject to First Mortgage executed by Roy Brooks, Jr., an unmarried man to IAM Federal Credit Union dated January 11, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama; which was subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003, Page 163.

This is to further demand pursuant to Section 6-5-251, <u>Code of Alabama</u> (1975) that you vacate and deliver possession of said property to LPP Mortgage Ltd. flk/a Loan Participant Partmers, within ten (10) days of the date hereof. Failure to do so will result in a forfeiture of your redemption rights and the immediate filing of eviction proceedings.

Very truly yours,

McFADDEN, LYON & ROUSE, L.L.C.

BMR/dw Beth McFadden Rouse

CC: Countrywide Home Loans, Inc.

MOBILE, ALABAMA 36609-5499 718 DOWNTOWNER BOULEVARD ATTORNEYS AND COUNSELLORS AT LAW МСFADDEN, LYON & ROUSE, L.L.C.

FACSIMILE: (251) 342-9457 1ELEPHONE: (251) 342-9172 December 15, 2004

JOHN T. BENDER THOMAS H. BENTON, JR. MILLIAM S. MCFADDEN WILLIAM M. LYON, JR STOVA F. MCFADDEN

CEKTIFIED MAIL RETURN RECEIPT REQUESTED **SECULAR MAIL AND**

1800£ smadalA, yoTT 415 Ice Street or Occupant Roy Brooks, 1r.

Loan No.: 41813044 Mortgage held by Countrywide Home Loans, Inc. KE:

Dear Mr. Brooks or Occupant:

peing the purchaser: securing the above mortgage at foreclosure sale, with LPP Mortgage Ltd. f/k/a Loan Participant Partners, This is to inform you that we have, on Wednesday, November 10th, 2004, sold the property

Parcel 1

Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96. Lot#3 and 4, according to the Plat of Henderson Lake Subdivision#2, as recorded in the

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel II

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7002/21/80 balia Hubbard 126 Sections Appendix Appendix Section 1379 126 part 126 pa Page 49 of 61

Mr. Brooks December 15, 2004

Subject to First Mortgage executed by Roy Brooks, Jr., an unmarried man to IAM Federal Credit Union dated January II, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama; which was subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003, Page 163.

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Very truly yours,

BMR/dw

McFADDEN, LYON & ROUSE, L.L.C.

Beth McFadden Rouse

CC: Countrywide Home Loans, Inc.

MCFADDEN, LYON & ROUSE, L.L.C. ATTORNEYS AND COUNSELLORS AT LAW MOBILE, ALABAMA 36609-5499

EVCSIMITE: (\$21) 345-6125 LETEPHONE: (\$21) 342-9172

December 15, 2004

ЭТОУА F. МСРАВДЕИ WILLIAM M. LYON, JR. WILLIAM S. МСРАВДЕИ ТНОМАЅ Н. ВЕИТОИ, JR. JOHN T. ВЕИВСЕ

CEKLIEIED WYIT KELNIK KECEILL KEONEZLED KECNI'VK WYIT YND

Roy Brooks, Jr. or Occupant 120 Hubbard Street Troy, Alabama 36322

RE: Mortgage held by Countrywide Home Loans, Inc. Loan No.: 41813044

Dear Mr. Brooks or Occupant:

This is to inform you that we have, on Wednesday, November 10th, 2004, sold the property securing the above mortgage at foreclosure sale, with LPP Mortgage Ltd. flk/a Loan Participant Partners, being the purchaser:

Parcel 1

Lot #3 and 4, according to the Plat of Henderson Lake Subdivision #2, as recorded in the Office of the Judge of Probate of Pike County, Alabama, in Plat Book 2, Page 96.

More commonly known as: 410 Hubbard Street, Troy, Alabama 36081

Parcel II

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19 to 15 abed 2008/51/80 pails fireth Troy, Alabama 36081 and More commonly known as: 415 fee Street, Troy, Alabama 36081 and

Mr. Brooks Pecember 15, 2004

Subject to First Mortgage executed by Roy Brooks, Jr., an unmarried man to IAM Federal Credit Union dated January II, 1994 and recorded in Mortgage Book 413, Page 72 of the records in the Office of the Judge of Probate, Pike County, Alabama; which was subsequently assigned to LPP Mortgage Ltd. by instrument dated July 23, 2003 in Miscellaneous Book 2003, Page 163.

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Very truly yours,

McFADDEN, LYON & ROUSE, L.L.C.

Beth McFadden Rouse

CC: Countrywide Home Loans, Inc.

MOBILE, ALABAMA 36609-5499 Т18 DOWNTOWNER BOULEVARD ATTORNEYS AND COUNSELLORS AT LAW MCFADDEN, LYON & ROUSE, L.L.C.

FACSIMILE: (251) 342-9457 TELEPHONE: (251) 342-9172 THOMAS H. BENTON, JR. WILLIAM S. MCFADDEN ВЕТН МСЕЛОВЕИ ROUSE WILLIAM M. LYON, JR. STOVA F. MCFADDEN

JOHN T. BENDER

March 11, 2005

VIA FAX #334-566-8470

Roy Brooks, Ir.

Loan No.: 41813044 & 48649221 Mortgage held by Countrywide Home Loans, Inc. RE:

Dear Mr. Brooks:

The following is necessary to redeem your property on or before 5:00 p.m. on March 31st, 2005:

Loan #41813044

	Loan #48649221
\$14,132.32	·
90.37E,11\$ 12.E41 27.418,4	Amount due to 11/10/04 Interest from 11/11/04 to 03/31/05 Attorney fees & cost of foreclosure

90.858,62\$ £7.0£9 Interest from 11/11/04 to 03/31/05 \$29,207,33 Amount due to 11/10/04

Total amount of redemption

*This amount is subject to change as lawful charges accrue.

obtained. possession pursuant to §6-5-251, Code of Alabama (1975). After March 31st, 2005 a new quote must be This statement of the amount to redeem is made without waiver of right to assert failure to deliver Redemption funds must be tendered in certified funds payable to McFadden, Lyon & Rouse, L.L.C.

86.076,542

Χειλ πηιλ λοπε[,]

CEADDEN, LYON & ROUSE, L.L.C.

Beth McFadden Rouse

BMR/dw

PURPOSES OF DEBT COLLECTION. THIS IS AN ATTEMPT TO COLLECT A DEBT AND YOUR RESPONSE WILL BE USED FOR

II BILL

McFadden, Lyon and Rouse, LLC March 21, 2005 E-Mail altorney405@charternet FACSIKILE (334) 566-6004 Тегерноме (334) 566-2181 Твоч, Агавама 36081-0974 POST OFFICE BOX 974

Mobile, Al 36609

Foreclosure by LLP Mortgage LTD against Roy Brooks :9X

Dear Beth:

718 Downtowner BLVD

Beth McFadden Rouse

exchange for the property. trying to negotiate with the insurers in an effort to surrender the insurance funds to the lender in despite his large investment of time to get both claims paid. As you may recall, Mr. Brooks was been provided with a detailed break down of what the insurance companies paid on the properties now in the process of trying to determine if he will redeem the property. Mr. Brooks has not the property described in the enclosed foreclosure deed prepared by your firm. Mr. Brooks is As you may recall, I was assisting Mr. Roy Brooks with some pre-foreclosure matters for

> 405 Егм Sтвеет Аттовиет & Соимзегов ат Law JAMES M. THOMAS, L.L.C.

redeem the properties. each of the two properties. With this information, Mr. Brooks can then decide whether he will from the insurance companies along with a break down of the loan principal, interest and fees for Please provide my office with some evidence of the claims payment for each property

Should you have any questions, please feel free to call.

Sincerely yours,

Roy Brooks

:DO



ENHIZE 814 04/0/1/2003

41813044 Account No.: Reduested Date: 03/07/2005 Dear Homeowner:

TS NIAM N 706 ROY BROOKS JR

yet received. paid. This history statement does not include late charges which may be due for payments not on payments received, tax and insurance payments disbursed, and late charges assessed and spove-referenced account number. Please note that this history provides pertinent information Enclosed is a loan history that provides a detailed outline of transactions for the

12099-699-008-1 in the future, please feel free to contact one of our Customer Service Representatives at Countrywide is committed to providing you with quality loan service. If we can be of assistance

Sincerely,

Shannon Marie Wiley

Customer Service, SV-B314 Department Shannon Marie Utley

> 0713-Simi Valley, OA 93062-5170 O. Box 5170. Customer Service, SV-B314

BRUNDIDGE, AL 36010

HOME LOAMS

HOME LOANS
CUSTOMS Service Department SVB-314
SUM Valley CA GARGE 5170

2|w1 √≈||e½ CV 63083-2170 PO Bex 5170

Notice Date: March 23, 2005

Account No.: 41813044

Property Address: 319 Dean St Troy, AL 36081

Roy Brocks Jr 907 M Main St Brundidge, AL 36010

This letter is to confirm the amount that your insurance company sent to pay off your mortgage. We received \$9287.00 on December 31, 2004.

We hope we have addressed your concerns satisfactorily.

Department directly at 1-(800) 669-6607.

Document 15-13

Thank you for the opportunity to be of service.

Sincerely,

U nonnsd2

Customer Service

Page 56 of 61

the years after.

Filed 03/15/2007

Case 2:06-cv-00356-MHT-WC

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ABIMPS .B.C

0002 /hT /C

Filed 03/15/2007

Page 57 of 61

Case 2:06-cv-00356-MHT-WC

& Know to tubelly of the

PO Box 5170 HOME LOANS
Customer Service Department SVB-314

SIMI VAILBY, CA 93093-5170

Notice Date: March 24, 2005

Account No.: 41813044

1803E JA , youT . t2 nsad etc Property Address:

1803£ JA, yorT 319 Dean Street Roy Brocks Jr

MAOJ RUOY TUOBA

Thank you for your recent correspondence addressed to Countrywide Home Loans.

on 12/31/2004, This letter is to confirm that payoff funds for the above-referenced loan account were received

We hope we have addressed your concerns satisfactorily.

A FRIENDLY SUGGESTION

If you need further information, please call our Customer Service Department at 1-(800) 669-

THANK YOU FOR YOUR BUSINESS

Thank you for the opportunity to be of assistance.

This communication is from a debt collector,

Please write your account number on all correspondence.

CGPOFF 803/4115 08/27/2003

Document 15-13

THANK YOU, AND DESTROY THIS DOCUMENT. SIRICITY PROHIBITED. IF YOU HAVE RECEVED THIS COMMUNICATION IN ERROR, PLEASE HOTTLY US IMMEDIATELY BY TELEPHONE, MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE DIFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OF ENTILY TO WHICH IT IS ADDRESSED AND MAY CONTAIN

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Voice Phone:

Гах Мишрег: T3345668470

Company:

Koy Brooks Jr Name:

Voice Phone:

Fax Number:

Name:

:шолЪ

moanswe mdot

Simi Valley, California 93065-6285 450 American Street, MSN

EVCSIMITE COAEB SHEEL

The exchitical show pay

gimi Valley, CA 83065 - 6298
Meil Stop SV-416
HOME LOAMS

COUNTY WARE

Notice Date: March 24, 2005

Account No.: 41813044

Property Address: 319 Dean St Troy, AL 36081 Roy Brooks Jr 319 Dean Street Troy, AL 36081

MADA TUOR LOAN

This is to confirm that the following credit report adjustment was submitted to the four main Credit Bureaus:

Show loan foreclosed with zero balance on 11/04.

WHAT THIS MEAUS

The request for adjustment was submitted on March 24, 2005 to the following reporting

agencies:

Equifax Credit Information Services (800) 685-1111
Experian
Experi

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Please be advised that it takes an average of 60 days for the credit reporting agencies to complete the submitted credit reporting agencies for an explanation, days, please contact the credit reporting agencies for an explanation,

WHAT YOU NEED TO DO

If you have any questions, please feel free to contact us at (800) 669-6607.

and the property of the proper

CNFRMATN 1601/2957 10/29/2003

Case 2:06-cv-00356-MHT-WC

Please write your account number on all correspondence.

SPUR ASSIGN CV BRORE 450 American Stree bly us does how HOME LOANS

Notice Date: March 24, 2005

Account No.: 41813044

Property Address

319 Dean St

1803£ JA ,yorT

18098 AIR POTT STREET

IMPORTANT MESSAGE ABOUT YOUR LOAN

Credit Bureaus; This is to confirm that the following credit report adjustment was submitted to the four main

Show loan foreclosed with zero balance on 11/04.

WHAT THIS MEANS

1803£ JA , yorT 319 Dean Street

Roy Brooks Jr

sgencies: The request for adjustment was submitted on March 24, 2005 to the following reporting

247E-76E (888) · Experian Equitax Credit Information Services (800) 685-1111

(800) 240-5202

Trans Union Credit Information anoitulos stad aivonni

0088-916 (008)

days, please contact the credit reporting agencies for an explanation. complete the submitted credit adjustment. It your credit report remains unchanged after 60 Please be advised that it takes an average of 60 days for the credit reporting agencies to

WHAT YOU NEED TO DO

.Y003-600 (008) is au faction of earlies feel free to contact us at (008).

CHERMATH 1601/2957 10/29/2003

Plaase write your account number on all correspondence.

THANK YOU, AND DESTROY THIS DOCUMENT. RIBICLEA BEOMBILED. 16 XOO HVAE BECIEAED LHIS COMMONICVIJON IN EBBOB' HEVSE NOLIEA OR INWEDIVILETA BA LEFEBHONE' INTENDED RECREMY, YOU ARE HEREBY NOTHED THAT ANY DISSEMBATION, DISTRIBUTION OR COPYTHG OF THIS COMMUNICATION 19 MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR ACENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE dalokmetion thet is briviteged, confidentlet or exempt from disciposure under applicable law. If the reader of this IHIS WESSIVEE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN

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:səjou xv4

Voice Phone:

Fax Number: **T3342668470**

Company:

YOY BXOOKS YOY Name:

Voice Phone:

Fax Number:

Shawn Gosik Name: :wong

Simi Valley, California 93065-6285 450 American Street, MSN

EVCZIMITE COAEB ZHEEL